

RESPONSE AND REMARKS

The Examiner organized the Office action by numbered topics. In this Response, responsive measures refer to the Office action topic numbers with the abbreviation "Office Action, Topic No. #, p. #." Citations to the Specification of the present application (the "Specification") are to the Substitute Specification (the "Clean Copy") filed on September 11, 2004 under 37 C.F.R. §1.125.

SECTION 112

In the Office Action (Topic Number 3), the Examiner rejected Claim 44 under 35 U.S.C. §112, second paragraph, as being indefinite.

SECTION 102 REJECTIONS

In the Office Action (Topic Number 6), the Examiner rejected Claims 12 and 30 under 35 U.S.C. § 102(a) as being anticipated by Kara et al., (WO 99/21330; "Kara II").

In the Office Action (Topic Number 8), the Examiner rejected Claims 27, 28 and 50 under 35 U.S.C. § 102(e) as being anticipated by Kara et al., (U.S. Patent No. 6,233,568; "Kara").

In the Office Action (Topic Number 11), the Examiner rejected Claims 44 and 45 under 35 U.S.C. § 102(e) as being anticipated by Nicholls et al. (U. S. Patent No. 5,485,369; "Nicholls").

SECTION 103 REJECTIONS

In the Office Action (Topic Number 16), the Examiner rejected Claim 31 (and indicated in the rejection that Claim 49 was also rejected) under 35 U.S.C. § 103(a) as being unpatentable over Nicholls in view of Kara.

In the Office Action (Topic Number 19), the Examiner rejected Claims 33-35 and 42 under 35 U.S.C. § 103(a) as being unpatentable over Nicholls in view of Kara and Thiel (U.S. Patent No. 5,699,258; "Thiel").

In the Office Action (Topic Number 23), the Examiner rejected Claim 36 under 35 U.S.C. § 103(a) as being unpatentable over Nicholls in view of Fisher et al. (U.S. Patent No. 6,047,264; "Fisher") and Kara.

RESPONSIVE REMARKS REGARDING SECTION 112 REJECTIONS

The rejection of Claim 44 under section 112 has been carefully considered. It is respectfully submitted that the amendments to Claim 44 resolve the basis for rejection under Section 112 such that Claim 44 is definite and particularly points out and distinctly claims the claimed invention.

RESPONSIVE REMARKS REGARDING SECTION 102 AND 103 REJECTIONS

The rejections of Claims 12, 27, 28, 30, 31, 33-36, 42, 44, 45, 49, and 50 have been carefully considered. Claims 12, 27, 28, 29, 31, 36, 44, 45, and 49 have been amended. Claims 1-3, 9, 17, 20-21, 24, 26, 32, 37-41, 46-48, and 53 were previously cancelled. Claims 4-8, 10-11, 13-15, 18-19, 22-23, 25, 43 and 51-52 were previously withdrawn.

It is respectfully submitted that, for the reasons described below, none of the references of record, whether taken alone or considered in combination, disclose, anticipate, teach or suggest all of the limitations recited by the Claims, as amended.

Further, although Claim 29 is indicated on the Office Action Summary as having been rejected, it is respectfully submitted that the Office Action does not provide any specific grounds for rejecting Claim 29. Accordingly, it is respectfully asserted that Claim 29 is in condition for allowance.

Claims 12 and 30

With respect to the rejection of Claims 12 and 30 under Section 102(a) as being anticipated by Kara II, it is respectfully submitted that none of the references of record, whether considered alone or in combination, disclose, anticipate, teach or suggest, for example, the following limitations recited by amended Claim 12:

... collecting from a second user, a request that a first user ship a particular parcel from the first user to the second user;

collecting, from the first user via a first computer device, a set of information comprising: (A) parcel specifications for shipping a particular parcel to the second user, (B) an origin address associated with the particular parcel, and (C) shipping preferences for shipping the particular parcel to the second user;

collecting, from the second user via a second computer device, a set of recipient information comprising: (A) a destination address for the second user to

which the particular parcel is to be shipped, (B) an identification of a carrier to be used in shipping the package to the second user, and (C) a delivery service by which the carrier is to ship the package to the second user;

calculating a shipping rate to be charged for having the carrier ship the particular parcel from the origin address to the destination address via the delivery service ...

The Specification of the present application supports the subject matter of, and the amendments to, Claim 12. See, e.g., Specification, p. 13, lines 11-13 ("The Seller/Shipper (sometimes referred to herein simply as the "Seller," or as the "Shipper") provides information to the System concerning the particular parcel that the Seller will be selling/auctioning and subsequently shipping."); Specification, p. 13, lines 20-23 ("An actual Buyer is prompted by the System to provide shipping details such as the Buyer's destination address. If the Seller has instructed the System to require the Buyer to pay shipping costs, the System prompts the Buyer to make the final selection of Carrier and Service.").

It is respectfully submitted that, according to amended Claim 12, a second user requests that a first user ship a particular parcel to the second user; then the first user provides an origin address but does not provide a delivery address. Instead of the first user, according to Claim 12, the second user provides the delivery address.

First, it is respectfully submitted that there is no disclosure in any of the references of record of "... collecting from a second user, a request that a first user ship a particular parcel from the first user to the second user ..." as recited by Claim 12.

In the Office Action, Kara II, p. 14, lines 13-28 is cited as supporting the proposition that Kara II "... discloses the use of a shipping management computer system that is programmed for: ... Collecting, from a second user, destination address which includes a zip ...". Office Action, Topic No. 7.b., p. 3. According to the Office Action, "...Kara discloses providing a delivery service with information as to how the documents should be delivered, and delivery preferences, which includes service as well as address...". Office Action, Topic No. 7.b, p. 3.

However, as compared to "... collecting, from the second user ... a destination address for the second user to which the particular parcel is to be shipped ..." as recited

by Claim 12, Kara II discloses that the first user provides both origin address and delivery address. Specifically, Kara II discloses that, "...[p]referably, the sender indicates a preference for delivery of the document, such as through inclusion of delivery address information. Where this information is a physical address it might be presumed that delivery is to be physical, by way of postal delivery. Likewise, where the address information indicates an electronic address, such as a telephone number or e-mail address, delivery might be presumed to be commensurate with such addressing schemes." Kara II, p. 14, lines 3-9.

Yet further, it is respectfully submitted that Kara II contains no disclosure that the recipient is even a user of the Kara II system. Rather, as explained in Kara II, "...recipients may provide the delivery service with information ... that is stored by the delivery service" Kara II, p. 14, lines 13 - 14. Moreover, the portion of Kara II cited in the Office Action (Office Action, Topic No. 7.b, p. 3 citing Kara II, p. 14, lines 13-28), contains no disclosure that the recipient ever provides the recipient's address. It is respectfully submitted that the Kara II recipient does not provide the recipient's address because, according to Kara II, that has already been provided by the Kara II sender.

For reasons similar to those given above with respect to Claim 12, it is respectfully submitted that the references of record do not, whether considered alone or in combination, disclose, anticipate, teach or suggest, for example, the following limitations recited by Claim 30:

- (A) receiving a set of parcel specifications for a particular parcel to be shipped by a first user to a second user ...
- (B) receiving a set of recipient information for a delivery of the particular parcel to the second user ... wherein ...
 - said set of parcel specifications is input by the first user via the first user client computer device ...
 - said set of recipient information is input by the second user via the second user client computer device

Claims 27, 28, and 50

With respect to the rejection of Claim 27 under Section 102(e) as being anticipated by Kara, in the Office Action, Kara's FIG. 8, reference numeral 803 was cited to support the proposition that "... Kara discloses a shipping management computer system that is programmed to ... [i]dentify a default shipping location

associated with the user" Office Action, Topic No. 9, p. 4. Notably, the element referenced by element number 803 is the Kara sender's "Return Address."

After carefully considering the rejection of Claim 27, that Claim has been amended to more distinctly claim the claimed invention and now recites, among other things, the following limitations:

(A) receive from a particular user:

1) an indication of a selection of a default shipping location associated with the particular user, wherein said default shipping location comprises an identification of a location to which the particular user will drop off parcels to be shipped, and wherein the default shipping location is selected from a plurality of default shipping location alternatives ...

It is respectfully submitted that neither Kara nor any of the other references of record, whether considered alone or in combination, disclose, anticipate, teach or suggest the above-recited limitations of Claim 27. As explained by the Specification of the present application:

... the System displays ... the Shipping Location screen 43 as depicted in FIG. 10a. FIG. 13 is a graphic representation of an exemplary embodiment of a Shipping Location screen 43. In the Shipping Location screen 43, the System prompts the User to identify a default location 120a from which the User will typically ship packages and to provide the city, state, and zip code of that location 120b. The Shipping Location screen provides a shipping location input field 121a and a shipping location pull down menu button 121b. If the user clicks on the shipping location pull down menu button 121b, the System will display a selection menu of possible shipping locations. Example shipping location selection options include: self-service center/drop box; staffed shipping counter; my location by calling for pickup; my location through regular pickup; and my local Mail Boxes Etc. center.

Specification, p. 23, lines 17-27.

As shown in FIG. 26, the Shipper is asked to input the location 1040 from which the parcel will be shipped.

Specification, p. 29, lines 9 – 10.

There are two types of shipping locations, ship centers and customer drop offs. Ship centers are those locations which refer to a database of specific locations,

from which a specific location from the available locations must be selected to determine rates, such as an "iShip Center". Customer drop offs are those shipping locations from which a specific location need not be selected to determine rates, such as a "drop box", "carrier counter" or "call for pickup". The shipping location pull down menu displays each shipping location category, e.g., iShip Center, other specific shipping center types, drop box, carrier counter, call for pickup, etc.

Specification, p. 30, lines 6-13.

It is respectfully submitted that, as compared to the above-cited limitations of amended Claim 27, the disclosure of Kara merely shows a return address that, according to Kara, "may all be printed on a flyer, a pamphlet, a postcard or a sheet of paper" Kara, col. 20, lines 10-11. It is respectfully submitted that a return address that is printed as disclosed in Kara is distinguished from a shipping location as recited by the above-cited limitations of Claim 27.

With respect to the rejection of Claim 28 under Section 102(e) as being anticipated by Kara, it is respectfully submitted that neither Kara, nor any of the other cited references, disclose, anticipate, teach or suggest all of the limitations of amended Claim 28, that include:

- (A) receive from a first particular user:
 - 1) a set of parcel specifications for a particular parcel to be shipped by the first particular user to a second particular user, and
 - 2) a selection from a first plurality of carriers of a second plurality of carriers authorized by the first user for identification by a second user for shipping the particular parcel to the second user;
- (B) for each respective carrier of the second plurality of carriers, apply a respective set of carrier-specific parcel handling rules to the set of parcel specifications to determine which of said second plurality of carriers would support shipping the particular parcel; and
- (C) generate an interactive display to the second user that includes a selectable listing of each of the second plurality of carriers that would support shipping the particular parcel, wherein the selectable listing is adapted for receiving an indication from the second user of a selection of one carrier of the second plurality of carriers as a carrier for shipping the particular parcel ...

It is respectfully submitted that, for example, none of the references of record, including Kara and Kara II, disclose, anticipate, teach or suggest "... receiv[ing] from a first particular user ... a selection from a first plurality of carriers of a second plurality of

carriers authorized by the first user for identification by a second user for shipping the particular parcel to the second user..." as recited by amended Claim 28.

Further, it is respectfully submitted that, for example, none of the references of record, including Kara and Kara II, disclose, anticipate, teach or suggest "...generat[ing] an interactive display to the second user that includes a selectable listing of each of the second plurality of carriers that would support shipping the particular parcel, wherein the selectable listing is adapted for receiving an indication from the second user of a selection of one carrier of the second plurality of carriers as a carrier for shipping the particular parcel"

With respect to the rejection of Claim 50 under Section 102(e) as being anticipated by Kara, in the Office Action, Kara's column 21, lines 60-67 was cited as supporting the proposition that "... Kara discloses a shipping management computer system that is programmed to ... determine a first and second carrier specific origin rating zone identifier ... [and] determine a first and second carrier specific destination rating zone identifier" Office Action, Topic Number 10.I.ii, p. 5.

It is respectfully submitted that, as compared to disclosing "... a shipping management computer system that is programmed to ... determine a first and second carrier specific origin rating zone identifier ... [and] determine a first and second carrier specific destination rating zone identifier ..." as stated in the Office Action, Kara's column 21, lines 60-67 states that "... the *user* may select a particular zone associated with the mail piece of other item" (Emphasis added). It is respectfully submitted that a user selecting a particular zone associated with a mail piece as disclosed in the cited excerpt of Kara is distinguished from a system determining a rating zone identifier as recited in amended Claim 50 as follows:

- (a) determining a first carrier-specific origin rating zone identifier that a first carrier would associate with the origin postal code;
- (b) determining a second carrier-specific origin rating zone identifier that a second carrier would associate with the origin postal code;
- (c) determining a first carrier-specific destination rating zone identifier that said first carrier would associate with the destination postal code;

(d) determining a second carrier-specific destination rating zone identifier that said second carrier would associate with the destination postal code;

Further, with respect to the rejection of Claim 50 under Section 102(e) as being anticipated by Kara, in the Office Action, Kara's FIG. 8 was cited to support the proposition that "... Kara discloses a shipping management computer system that is programmed to ... [c]alculate, using zone identifiers, rates of first and second delivery services of the first and second carriers" Office Action, Topic No. 10.I.iii, p. 5.

However, as compared to disclosing "... [c]alculat[ing], using zone identifiers, rates of first and second delivery services of the first and second carriers" as stated by the Office Action, it is respectfully submitted that Kara discloses a comparison of rates across multiple carriers, but requires a user's pre-selection of a delivery service "urgency" and/or class, and therefore does not disclose calculating rates for more than one delivery service for a particular carrier. See, e.g., Kara, col. 22, lines 39 – 42 ("the ... program automatically calculates the [shipping] fees for each shipping service provider offering service *commensurate with the desired shipping and/or delivery parameters*." (emphasis added)). That is, according to Kara, a user of Kara must first indicate the desired shipping and/or delivery parameters (e.g., Overnight, or Same Day, or Next Day, or 2-Day, or 3-Day) so that the Kara "program [will] automatically calculate[] the [shipping] fees for each shipping service provider offering service *commensurate with the desired shipping and/or delivery parameters*." Kara, col. 22, lines 39 – 42 (emphasis added).

As distinguished from a user pre-selecting a delivery service as disclosed in Kara, amended Claim 50 discloses:

(e) calculating a first service-specific, carrier-specific shipping rate for a first delivery service offered by said first carrier according to at least the first carrier-specific origin rating zone, the first carrier-specific destination rating zone, and the set of parcel specifications;

(f) calculating a second service-specific, carrier-specific shipping rate for a second delivery service offered by said first carrier according to at least the first carrier-specific origin rating zone, the first carrier-specific destination rating zone, and the set of parcel specifications;

(g) calculating a third service-specific, carrier-specific shipping rate for a first delivery service offered by said second carrier according

to at least the second carrier-specific origin rating zone, the second carrier-specific destination rating zone, and the set of parcel specifications; and

(h) calculating a fourth service-specific, carrier-specific shipping rate for a second delivery service offered by said second carrier according to at least the second carrier-specific origin rating zone, the second carrier-specific destination rating zone, and the set of parcel specifications.

Claims 44 and 45

The rejections of Claims 44 and 45 under Section 102(e) as being anticipated by Nicholls have been carefully considered. Claims 44 and 45 have been amended to more distinctly claim the claimed invention. Amended Claim 44 includes the following limitations:

receiving a set of data input by a particular user via a particular remote user client computer device, wherein the set of data input comprises at least one data item selected from the group consisting of: a set of parcel specifications for a particular parcel, and a set of shipping specifications for shipping the particular parcel, wherein the set of shipping specifications comprises an origin identifier and a destination identifier;

determining a set of rating and scheduling information in response to the set of data;

generating a displayable interactive user interface adapted for displaying the rating and scheduling information, wherein the displayable interactive user interface comprises:

(A) at least one data collection field initialized with a data item from the set of data input by the particular user;

(B) the set of rating and scheduling information; and

(C) an executable set of instructions for regenerating the interactive user interface display in response to a user modification of data in the at least one data collection field.

The Specification of the present application explains that:

Once the Graphic Array is displayed, the Shipper can change previously input information and the System will automatically regenerate the Graphic Array with the delivery rates and delivery times that have been updated to reflect the new information. For instance, if the Shipper selects a new shipping date, the System will regenerate the Graphic Array with the appropriate new rates and times. The logic for regenerating the Graphic Array is described in more detail below.

Specification, p. 51, lines 24-29.

The Office Action cites the "Rate button" and the "Repeat button" of FIG. 4B of

Nicholls to support the proposition that "... Nicholls discloses a shipping management computer system that is programmed to ...generat[e] an interactive user display ... [that] comprises ... an instruction to execute an executable set of instructions for regenerating the interactive user interface display in response to a user modification of data" Office Action, Topic 13, p. 6.

However, as compared to the Nicholls' "Rate button" and/or Nicholls' "Repeat button," the Specification of the present application explains that:

Distribution to the Web Browser Client by the System of executable code that regenerates the Graphic Array provides the capability to dynamically reflect in the Graphic Array any changes that the Shipper may enter to the various Shipper Parcel Specifications; the Graphic Array immediately displays the new information without requiring the Shipper to request a recalculation, such as by clicking on a "Regenerate" button or the like.

Specification, p. 65, lines 23 – 27.

The Specification of the present application describes that for various exemplary embodiments:

... the System automatically and dynamically regenerates the display of the Graphic Array and certain portions of other screens when the Shipper makes online changes to Shipper input. To do this, the System generates executable code which it distributes with certain displayable frames to the Web Browser Client. This distribution of code for purposes of regenerating the Graphic Array differs from the initial generation of the Graphic Array as was described above. For example, in the embodiment of the invention depicted in FIGS. 39a through 39c, in the initial development of the Graphic Array, the System distributes the functions that initially generate the Graphic Array as follows: the Shipper entering shipping information 1150, displaying errors to the Shipper that insufficient shipping information has been provided and prompting the Shipper for additional information 1153, and displaying the Graphic Array 1160, are all processed by the Web Browser at the Client; all other functions and processes depicted in FIGS. 39a through 39c are performed by one or more of the NOC Servers 20a-21z.

Specification, p. 65, lines 9-22.

As the System generates the display of each frame, the System generates executable code which it distributes with, e.g., the Rate & Times frame, to the Web Browser Client. Thereafter, the Web Browser Client uses the executable code to automatically regenerate the display of the Graphic Array each time the Shipper makes changes to the Shipper Parcel Specifications. In one

embodiment of the dynamic regeneration aspect of the invention, the executable code distributed to the Web Browser Client uses JavaScript.

Specification, p. 66, lines 10 – 15.

For the reasons given above, it is respectfully submitted that neither Nicholls nor any of the other cited references disclose, anticipate, teach or suggest the above-cited limitations of amended Claim 44, or of the limitations of amended Claim 45 which is dependent on amended independent Claim 44.

Claims 31 and 49

The rejection of Claim 31 under Section 103(a) as being unpatentable over Nicholls in view of Kara, has been carefully considered. Claim 31 has been amended to more distinctly claim the claimed invention. Claim 31 is directed to “A server-based shipping management computer system comprising at least one computer device, wherein said server-based shipping management computer system is programmed to...”, among other things:

- (A) communicate with a plurality of client computer devices via a global communications network;
- (B) for each of said plurality of client computer devices:
 - (1) send executable program instructions to the client computer device to:
 - (a) instruct the client computer device to recognize a measured weight of a particular parcel, said weight being measured by a digital scale configured with the client computer device, and
 - (b) instruct the client computer device to communicate the measured weight to the shipping management computer system via the global communications network ...

In rejecting Claim 31, the Office Action cites element reference numeral 34 (in FIG. 1) and FIG. 4I of Nicholls as supporting the proposition that “... Nicholls discloses a shipping management computer system, which is programmed to ... [i]nstruct the client computer device to recognize a measured weight of a parcel using a digital scale”

Office Action, Topic No. 17.s, p. 7.

It is respectfully submitted that, notwithstanding the disclosure of a scale in both Nicholls (element 34 of FIG. 1) and Kara (element 103, FIG. 1A), as compared to the

above-recited limitations of amended Claim 31, there is no disclosure in either Nicholls or Kara of "...send[ing] executable program instructions to the client computer device ..." as recited by Claim 31 or for the such executable program instructions being "...to ... instruct the client computer device to recognize a measure weight ... being measured by a digital scale configured with the client computer device ..." as recited by Claim 31.

The rejection of Claim 49 under Section 103(a) as being unpatentable over Nicholls in view of Kara, has been carefully considered. Claim 49 has been amended to more distinctly claim the claimed invention. Amended Claim 49 includes, among other things, the following limitations:

(4) using said first carrier-specific ratable weight to determine whether a first carrier would support shipping the particular parcel, and, if the first carrier would support shipping the particular parcel, calculating a first service-specific, carrier-specific shipping rate for a first delivery service offered by the first carrier and calculating a second service-specific, carrier-specific shipping rate for a second delivery service offered by the first carrier;

(5) using said second carrier-specific ratable weight to determine whether a second carrier would support shipping the particular parcel, and, if the second carrier would support shipping the particular parcel, calculating a third service-specific, carrier-specific shipping rate for a first delivery service offered by the second carrier and calculating a fourth service-specific, carrier-specific shipping rate for a second delivery service offered by the second carrier;

It is respectfully submitted that neither Kara nor Nicholls disclose calculating shipping rates for more than one delivery service per carrier at a time. As previously mentioned above, Kara discloses a comparison of rates across multiple carriers, but requires a user's pre-selection of a delivery service "urgency" and/or class, and therefore does not disclose calculating rates for more than one delivery service for a particular carrier. See, e.g., Kara, col. 22, lines 39 – 42 ("the ... program automatically calculates the [shipping] fees for each shipping service provider offering service *commensurate with the desired shipping and/or delivery parameters.*"; emphasis added).

Similar to Kara's disclosure of a user pre-selection of a delivery service, as shown in, e.g., FIG. 4A of Nicholls, Nicholls discloses that either "...the service is

selected [by the user] from the Service box” or that “...the service may be set to Best Way and the system will choose the least cost carrier which meets the transit time requirements indicated in the commitment field ...”. See Nicholls, Col 7, lines 53-60.

In view of the above-given reasons, it is respectfully submitted that the above-recited limitations of amended Claim 49 are distinguished from the cited references.

Claims 33-35 and 42

For reasons similar to those described above with respect to amended Claim 49, it is respectfully submitted that all of Claims 33-35 and 42 are distinguished from the cited references because all of Claims 33-35 and 42 are directed, in one way or another to calculating shipping rates, or determining delivery schedules, as the case may be, for more than a single delivery service for a single carrier.

Claim 36

The rejection of Claim 36 under Section 103(a) as being unpatentable over Nicholls in view of Fisher and Kara has been carefully considered. Claim 36 has been amended and includes the following limitations:

- (a) for each carrier-specific delivery service offered by each respective carrier of a plurality of carriers, determine whether the respective carrier-specific delivery service would provide delivery notification for delivering the particular parcel, and
- (b) displaying to a display device configured with the client computer device, an identification of each carrier-specific delivery service of each respective carrier of the plurality of carriers that would provide the delivery notification service.

For reasons similar to those described above with respect to amended Claim 49, it is respectfully submitted that amended Claim 36 is distinguished from the cited references because amended Claim 36 is directed to determining, for each carrier-specific delivery service offered by each carrier, whether the respective carrier-specific delivery service would provide shipping notification for delivering a parcel.

It is respectfully submitted that generating and/or providing electronic mail delivery notification as disclosed in Fisher (see, e.g., Fisher, col. 2, lines 12 – 18.) does not provide any teaching or suggestion, as required by MPEP §§706.02(j), to combine

Fisher with the other cited references with respect to the above-cited limitations of Claim 36 of the present application. Therefore, it is respectfully asserted that Fisher is not properly combined with the other cited references.

Further, even assuming for the sake of argument that Fisher is properly combined with the other cited references, for the reasons explained further below, it is respectfully asserted that the Fisher, even when considered in combination with the other references of record, does not disclose, anticipate, teach or suggest each of the limitations of Claim 36.

As compared to the above-cited limitations of Claim 36, it is respectfully submitted that Fisher discloses generating and sending email notifications to purchasers, but does not disclose "... displaying an identification of each carrier-specific delivery service of each respective carrier of the plurality of carriers that would provide the delivery notification service..." as recited by Claim 36.

CONCLUSION

For all the foregoing reasons and authorities, it is respectfully submitted that none of cited references, or any of the other references of record, whether considered alone or in combination with each other, disclose, teach or suggest all of the limitations of the Claims, as amended, of the present application.

Therefore, in view of the foregoing amendments, and for the foregoing reasons and authorities, Applicant respectfully submits that the invention disclosed and claimed in the present application as amended is not fairly taught by any of the references of record, taken either alone or in combination and that the application is in condition for

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Response to Final Office Action dated May 4, 2006 With RCE

allowance. Accordingly, Applicant respectfully requests reconsideration and allowance of the application.

Respectfully submitted,

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